

LAW OFFICES OF MAURO C. CASCI
739 Leonardville Road
PO Box 90
Leonardo, NJ 07737
(732) 291-4200
mailbox@cascilaw.com
Attorneys for Plaintiff
Our File No.: D5969

**UNITED STATES *DISTRICT* COURT
FOR THE DISTRICT OF NEW JERSEY**

G. MATTS HOSPITALITY, LLC t/a SANDS
MOTEL,

Plaintiff,

v.

SCOTTSDALE INSURANCE COMPANY and
JOHN DOES 1-100,

Defendants.

Civil Action# 3:17-cv-06826-BRM-DEA

ELECTRONICALLY FILED

Honorable Brian R. Martinotti, U.S.D.J

**AMENDED COMPLAINT AND
JURY DEMAND PURSUANT TO
FED. R. CIV. P. 38(b)**

Plaintiff, having its principal place of business at 1402 Boulevard, Seaside Heights, New Jersey 08751 by way of Complaint against the Defendant says:

FIRST COUNT

1. On or about October 29, 2012, Plaintiff was insured under a Policy of Insurance Number CPS1605501 by the Scottsdale Insurance Company that actually does business in person in the County of Monmouth.

2. On or about the aforesaid date, a loss covered by the policy of insurance issued by the Defendant occurred.

3. A claim was submitted to the Defendant who refused to pay the covered claim. The Defendant disclaimed coverage by letter dated February 22, 2017 and thereafter, Plaintiff instituted the present lawsuit within the time parameters set forth in the policy, namely, two years after disclaimer of coverage.

4. As a direct and proximate result of the breach of contract by the Defendant, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant for damages, interest, attorneys' fees, costs of suit and such other relief as the Court may deem just and proper.

SECOND COUNT

1. Plaintiff repeats, reiterates and incorporates by reference the allegations contained in Count One of the Complaint as if set forth at length herein.

2. Without any fairly debatable reason, the Defendant Scottsdale has refused to pay the valid claims of the Plaintiff thereby causing consequential damages to the Plaintiff over and above the amounts actually covered under the policy of insurance issued by the Defendant.

3. As a direct and proximate result of the actions of the Defendant, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant Scottsdale Insurance Company for compensatory and consequential damages together with interest, attorneys' fees, interest, costs of suit and such other relief as the Court may deem just and proper.

THIRD COUNT

1. Plaintiff repeats, reiterates and incorporates by reference the allegations contained in Counts One and Two of the Complaint as if set forth at length herein.

2. The John Doe Defendants, 1-100, who present identities are not know, are individuals, corporations, partnerships or other entities responsible for, and guilty of, the same acts as alleged against the named Defendant.

3. As a direct and proximate result of the actions of these Defendants, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against the John Doe Defendants 1-100 for compensatory and consequential damages together with attorneys' fees, interest, costs of suit and such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues pursuant to Fed. R. Civ. P. 38(b).

BY: 

Mauro C. Casci, Esq.

LAW OFFICES OF MAURO C. CASCI

**VERIFICATIONS OF PETITIONS AND INITIAL
CERTIFICATION PURSUANT TO L. CIV. R. 11-2**

I certify, pursuant to L. Civ. R. 11-2, that the matter in controversy is not the subject of any other action pending in any Court or of any pending arbitration proceeding, nor are contemplated, and that to the best of my knowledge and information, no other parties should be joined in this action.

BY: _____

Mauro C. Casci, Esq.

LAW OFFICES OF MAURO C. CASCI

DATED: February 28, 2018